

Jonathan O. Hafen (6096) (jhafen@parrbrown.com)
Jeffery A. Balls (12437) (jballs@parrbrown.com)
Michael S. Lehr (16496) (mlehr@parrbrown.com)
PARR BROWN GEE & LOVELESS, P.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Telephone: (801) 532-7840

Attorneys for Court-Appointed Receiver Wayne Klein

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

RAPOWER-3, LLC; INTERNATIONAL
AUTOMATED SYSTEMS, INC.; LTB1,
LLC; R. GREGORY SHEPARD; NELDON
JOHNSON; and ROGER FREEBORN,

Defendants.

**RECEIVER’S MOTION FOR ORDER
DIRECTING TURNOVER AND
TRANSFER OF REAL PROPERTIES
TITLED IN THE NAME OF GLENDA
JOHNSON AND FUNDS IN
ACCOUNTS CONTROLLED BY
GLENDA JOHNSON**

Civil No. 2:15-cv-00828-DN

District Judge David Nuffer

R. Wayne Klein, the Court-Appointed Receiver (the “Receiver”) of RaPower-3, LLC (“RaPower-3”), International Automated Systems, Inc. (“IAS”), and LTB1, LLC (“LTB1”), as well as certain affiliated subsidiaries and entities (collectively, “Receivership Entities”), and the assets of Neldon Johnson and R. Gregory Shepard, pursuant to Fed. R. Civ. P. 56 and DUCivR 56-1, hereby submits this Motion for Order Directing Turnover and Transfer of Real Properties titled in the Name of Glenda Johnson and Funds in Accounts Controlled by Glenda Johnson.

INTRODUCTION AND RELIEF SOUGHT

Glenda Johnson is the title owner of a certain of real properties in Millard County, Utah County, and Los Angeles County, California. Based upon the Receiver's investigation, the Receiver has determined that each real property in this Motion (each a "Real Property," collectively, the "Real Properties")¹ was purchased with funds directly traceable as having derived from a Receivership Entity bank account. In addition, the Receiver has traced the \$1,410,368.71 remaining in two bank accounts controlled by Glenda Johnson ("Bank of American Fork Accounts") as remainders of funds transferred to Glenda Johnson's bank accounts directly from Receivership Entities. As such, the Real Properties and the funds in the Bank of American Fork Accounts are Receivership assets that must be turned over to the Receiver.

Accordingly, as to the Real Properties, the Receiver seeks an order from the Court (1) determining that the Real Properties are Receivership assets; (2) that the Receiver has a constructive trust over the funds used to purchase the Real Properties along with any appreciation in value of the Real Properties; (3) that Glenda Johnson execute warranty deeds transferring ownership of the Real Properties to the Receiver; (4) that such transfers be made within ten days of the of the date of such order; and (5) that all furnishings in the Real Properties remain in the Real Properties, without any damage to them, unless the Receiver or the Court approves removal of the furnishings.

As to the funds in Glenda Johnson controlled accounts, the Receiver seeks an order (1)

¹ A table summarizing the Real Properties, their location, and the funds of Receivership Entities used to purchase them is located at paragraph 11 of the Facts section, *infra*.

determining that funds in the Bank of American Fork Accounts are Receivership assets; (2) that the Receiver has a constructive trust over funds in the Bank of American Fork Accounts and any interest accrued while in the accounts; (3) that Glenda Johnson turn over the funds to the Receiver; and (4) that such turnover be made within ten days of the date of such order.

BACKGROUND

On May 3, 2019, the Court entered the following factual findings based on the existing record, including evidence presented at trial and evidentiary hearings on April 26 and May 3, 2019:

- “For more than ten years, the Receivership Defendants promoted an abusive tax scheme centered on purported solar energy technology featuring ‘solar lenses’ to customers across the United States. But the solar lenses were only the cover story for what the Receivership Defendants were really selling: unlawful tax deductions and credits. Their conduct, which is subject to penalty under the Internal Revenue Code, caused serious harm to the United States Treasury. As a result, they have been enjoined from promoting their abusive solar energy scheme, ordered to disgorge their gross receipts, and required to turn over their assets and business operations to the Receiver.”²
- “The whole purpose of RaPower, IAS, and LBT1 was to perpetrate a fraud to enable funding for Neldon Johnson. The same is true for other entities Johnson created, controls, and owns (either directly or indirectly), including Solco, XSun, Solstice, Cobblestone, LTB O&M, DCL16BLT, DCL-16A, NPJFLP, U-Check, Black Night, and Starlight. Johnson has commingled funds between these entities, used their accounts to pay personal expenses, and transferred Receivership Property to and through them in an attempt to avoid creditors.”³

Glenda Johnson is the wife of Receivership Defendant Neldon Johnson. She was the primary bookkeeper for many of the Receivership Entities and had unfettered access to entity bank accounts and records. She was the primary signer of checks issued on behalf of RaPower,

² *Memorandum Decision and Order on Receiver’s Motion to Include Affiliates and Subsidiaries in the Receivership*, [Docket No. 636](#), Factual Basis, ¶ 1.

³ *Id.* at ¶ 2.

IAS, Cobblestone, and others.

Glenda Johnson frequently issued checks to herself—on behalf the Receivership Entities—that she deposited in her personal bank accounts. Many times, after depositing such funds into her personal accounts, Glenda Johnson used that money to purchase real and personal property for herself and her family. These transfers were made in an attempt to avoid creditors and to enrich herself and her family at the expense of lens purchasers, creditors, and the United States Government.⁴ This Motion seeks to recover some of the funds improperly transferred from Receivership Entities to Glenda Johnson and some of the assets purchased with funds so transferred.

UNDISPUTED MATERIAL FACT

The Motion is based upon the following facts from the Receiver’s investigation of the Real Property transactions and the funds in Glenda Johnson-controlled accounts. Each Real Property transaction includes a flow chart for demonstrative purposes:

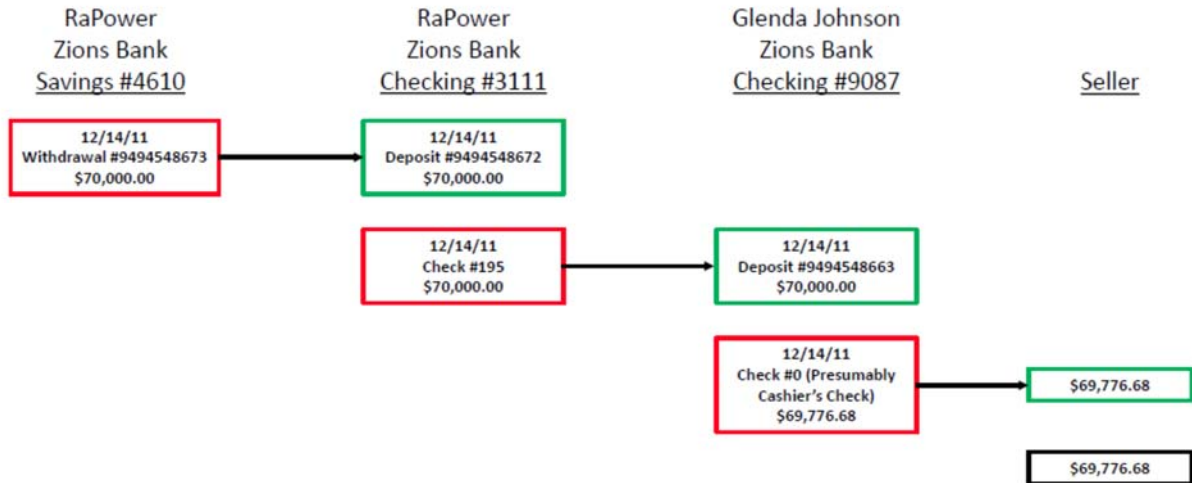
Real Property Transactions

⁴ The Receiver’s investigation has shown significant purchases—by Glenda Johnson and others—for personal items such as furniture from RC Willey from assets of Receivership Entities.

1. **Acreage Purchase (Millard County Parcel No's. HD-3511 and 3511-1):**

Paragraph 1

Land: HD-3511, 3511-1



a. On December 14, 2011, Glenda Johnson transferred \$70,000.00 from the RaPower savings account at Zions Bank to the RaPower checking account at Zions Bank.⁵ On the same day, she wrote a \$70,000 check from the RaPower checking account (check #195) to herself and deposited it into her personal checking account at Zions Bank.⁶ This payment was recorded in the RaPower QuickBooks records as a “Real Estate Purchase” expense.⁷

b. On December 14, 2011, Glenda Johnson withdrew \$69,776.68 from her personal checking account at Zions Bank.⁸ Upon information and belief, she purchased a cashier’s check from Zions Bank in the amount of \$69,776.68.

⁵ RaPower-3 Savings Account Statement, Dec. 2011 and Savings Withdrawal Slip, Dec. 14, 2011, attached as Exhibit 1 and Exhibit 1-1, respectively.

⁶ RaPower-3 Checking Account Statement, Dec. 2011, Glenda Johnson Checking Account Statement, Dec. 2011, and Glenda Johnson Checking Deposit Slip attached as Exhibit 1-2, Exhibit 1-4, and Exhibit 1-5 respectively.

⁷ RaPower-3 QuickBooks Entry, Dec. 14, 2011 attached as Exhibit 1-3.

⁸ Glenda Johnson Checking Withdrawal Slip attached as Exhibit 1-6.

c. The description in Glenda Johnson's check book register for her personal Zions Bank account states that on December 14, 2011, \$69,776.68 was paid to "First American Title" for "land."⁹

d. On December 16, 2011, the sale of this property to Glenda Johnson closed. After the payment of closing costs and a \$500.00 broker credit, the net paid for this property was \$69,776.68.¹⁰

e. On December 16, 2011, title to this 600-acre property was recorded in the name of Glenda Johnson.¹¹

f. The 2018 assessor valuation of this property was \$120,000.00.

g. HD-3511 and 3511-1 are listed at paragraphs 20(l) and (m) of the Order, respectively.¹²

⁹ Glenda Johnson Checking Account Register attached as Exhibit 1-7.

¹⁰ Buyer's Final Settlement Statement, Dec. 14, 2011 attached as Exhibit 1-9.

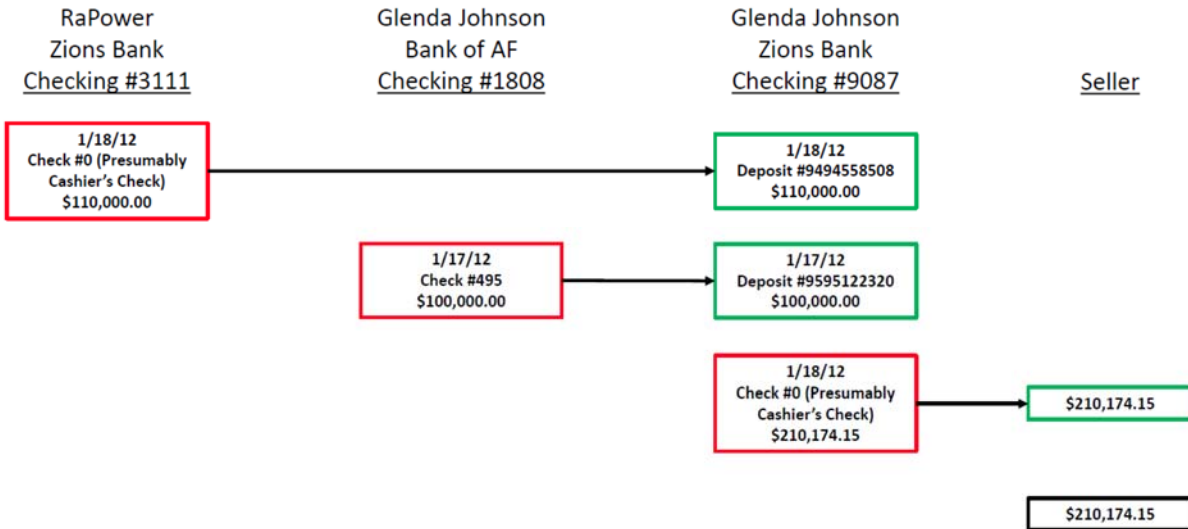
¹¹ Special Warranty Deed HD-3511 attached as Exhibit 1-8.

¹² See [Docket No. 491](#).

2. **Warehouse Purchase (Millard County Parcel No. DO-4568-1):**

Paragraph 2

Warehouse: DO-4568-1



a. On January 18, 2012, Glenda Johnson withdrew \$110,000.00 from the RaPower bank account at Zions Bank¹³ and deposited these funds into her personal checking account at Zions Bank.¹⁴ In the RaPower QuickBooks records, Glenda recorded this transfer in the “Real Estate Purchase” expenses account, with a memo notation: “Oasis Building.”¹⁵

b. On January 17, 2012, Glenda Johnson wrote a check (#495) in the amount of \$100,000.00 from her personal bank account at Bank of American Fork¹⁶ and deposited the funds into her personal checking account at Zions Bank.¹⁷ Prior to these

¹³ RaPower-3 Checking Account Statement, Jan. 2012 attached as Exhibit 2.

¹⁴ Glenda Johnson Checking Account Statement, Jan. 2012 attached as Exhibit 2-1.

¹⁵ QuickBooks Entry, Jan. 18, 2012 attached as Exhibit 2-2.

¹⁶ Glenda Johnson Checking Account Statement, Jan. 2012 attached as Exhibit 2-4.

¹⁷ Glenda Johnson Checking Account Deposit Slip, Jan. 17, 2012 attached as Exhibit 2-3.

deposits, Glenda Johnson's checking account balance at Zions Bank was \$1,949.61.¹⁸

The description in the check book registry states that the \$100,000.00 was transferred to "Zions" for "building."¹⁹

c. On January 18, 2012, Glenda Johnson withdrew \$210,174.15 from her personal checking account at Zions Bank for the purchase of the warehouse building.²⁰

On information and belief, this withdrawal was by means of a cashier's check. The description in the check book registry states that the \$210,174.15 was paid to "First American Title" for "building."²¹

d. The purchase price for this building was \$210,000.00. After closing costs, the amount paid was \$210,255.00.²²

e. On January 19, 2012, title to this warehouse property was recorded in the name of Glenda Johnson.²³

f. The 2018 assessor valuation of this property was \$210,275.00.

g. DO-4568-1 is listed at paragraph 20(j) of the Order.²⁴

¹⁸ See Exhibit 2-1.

¹⁹ Glenda Johnson Checking Account Register attached as Exhibit 2-5.

²⁰ See Exhibit 2-1.

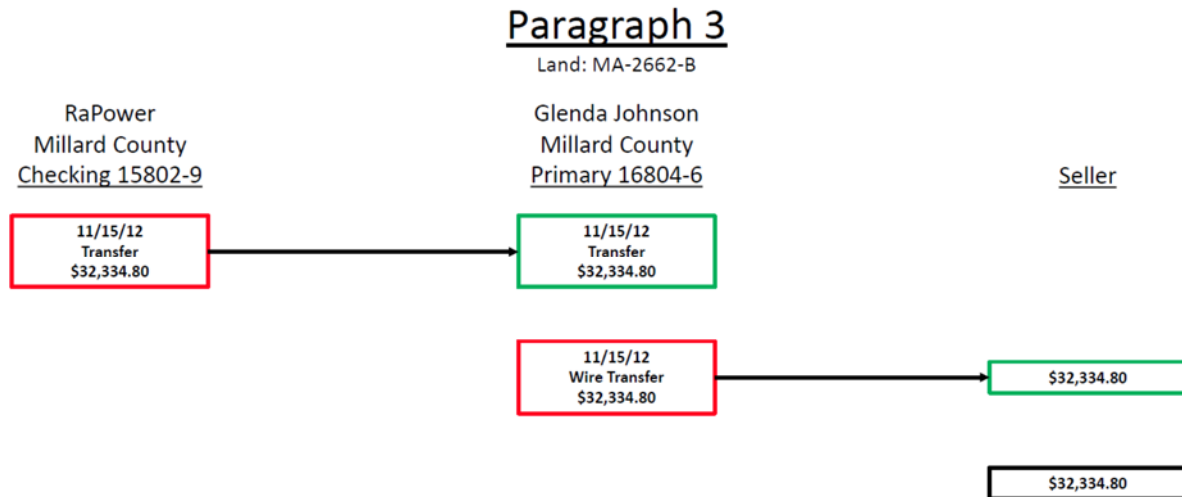
²¹ See Exhibit 2-5.

²² Buyer's Final Settlement Statement DO-4568-1 attached as Exhibit 2-6.

²³ Warranty Deed DO-4568-1 attached as Exhibit 2-7.

²⁴ [Docket No. 491](#).

3. **Acreage Purchase in Delta (Millard County Parcel No. MA-2662-B):**



- a. On November 15, 2012, Glenda Johnson transferred \$32,334.80 from the RaPower checking account at Millard County Credit Union²⁵ to her personal savings account at Millard County Credit Union.²⁶ On November 15, 2012, she wired \$32,334.80 from this account to William B. Cullen for the purchase of a 360-acre parcel of land.²⁷
- b. The purchase price for this property was \$32,000.00. After closing costs, the final amount due was \$32,334.80.²⁸
- c. On November 21, 2012, title for this property was recorded in the name of Glenda Johnson.²⁹
- d. The 2018 assessor valuation of this property was \$72,000.00.
- e. MA-2662-B is listed at paragraph 20(x) of the Order.³⁰

²⁵ RaPower-3 Account Statement, attached as Exhibit 3.

²⁶ Glenda Johnson Account Statement, Nov. 2012 attached as Exhibit 3-1.

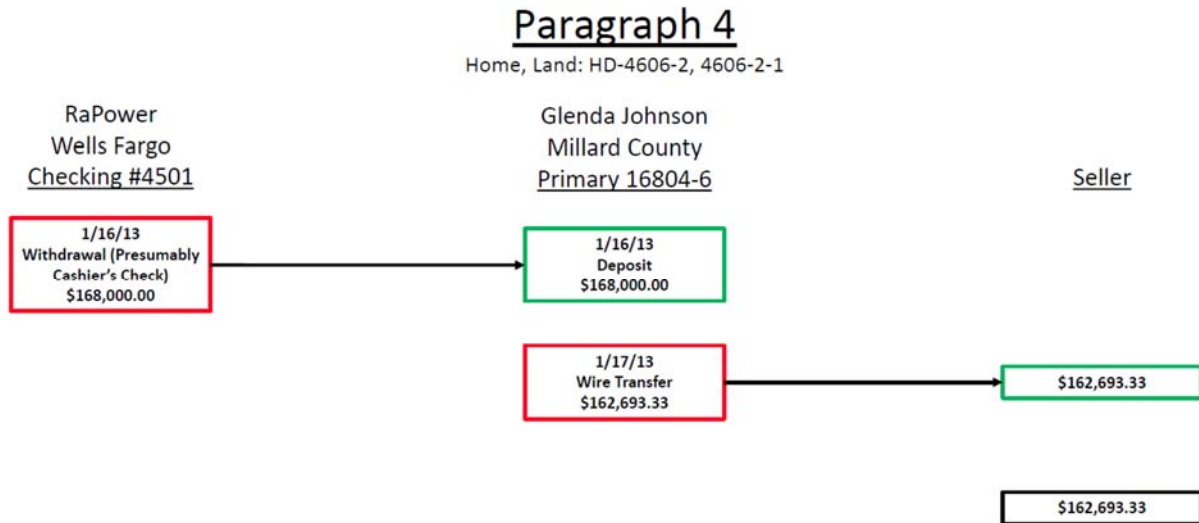
²⁷ *Id.*

²⁸ Buyer's Final Settlement Statement MA-2662-B attached as Exhibit 3-2.

²⁹ Warranty Deed MA-2662-B attached as Exhibit 3-3.

³⁰ See [Docket No. 491](#).

4. **2013 Home and Land Purchase (Millard County Parcel No's. HD-4606-2 and 4606-2-1):**



a. On January 16, 2013, Glenda Johnson withdrew \$168,000.00 from the RaPower bank account at Wells Fargo.³¹ The same day, she deposited \$168,000.00 into her personal checking account at Millard County Credit Union.³² She recorded this in the RaPower QuickBooks records as a “Real Estate Purchase” expense with a notation the expenditure was for “House & Land – Abraham.”³³

b. Before this deposit, her balance in the Millard County Credit Union account was \$14,953.88.³⁴

c. On January 17, 2013, she wired \$162,693.33 out of her Millard County

³¹ RaPower-3 Account Statement, Jan. 2013 and RaPower-3 Account Withdrawal Slip, Jan. 16, 2013 attached as Exhibit 4 and Exhibit 4-1, respectively.

³² Glenda Johnson Account Statement, Jan. 2013 and Cashier’s Check to Glenda Johnson attached as Exhibit 4-3 and Exhibit 4-4, respectively.

³³ QuickBooks Entry, Jan. 16, 2013 attached as Exhibit 4-2.

³⁴ See Exhibit 4-3.

Credit Union personal checking account.³⁵ This was the amount due for the purchase of this property after deduction for the earnest money deposit and a buyer's agent credit.³⁶ A notation made by Glenda Johnson on the bank statement for this account, next to this transaction, denotes "house."³⁷ The description in the check book register states that the \$162,693.33 was for "home on 7000."³⁸

d. On January 18, 2013, title to these two parcels of real estate was recorded in the name of Glenda Johnson.³⁹

e. In connection with this sale, water right #68-2388 was conveyed by the seller to Glenda Johnson.⁴⁰

f. The 2018 valuation of these two parcels by the Millard County Assessor was \$171,458.00.

g. HD-4606-2 and HD-4606-2-1 are listed at paragraphs 20(o) and (p) of the Order, respectively.⁴¹

³⁵ *Id.*

³⁶ Buyer's Settlement Statement HD-4606-2 attached as Exhibit 4-6.

³⁷ *See* Exhibit 4-3.

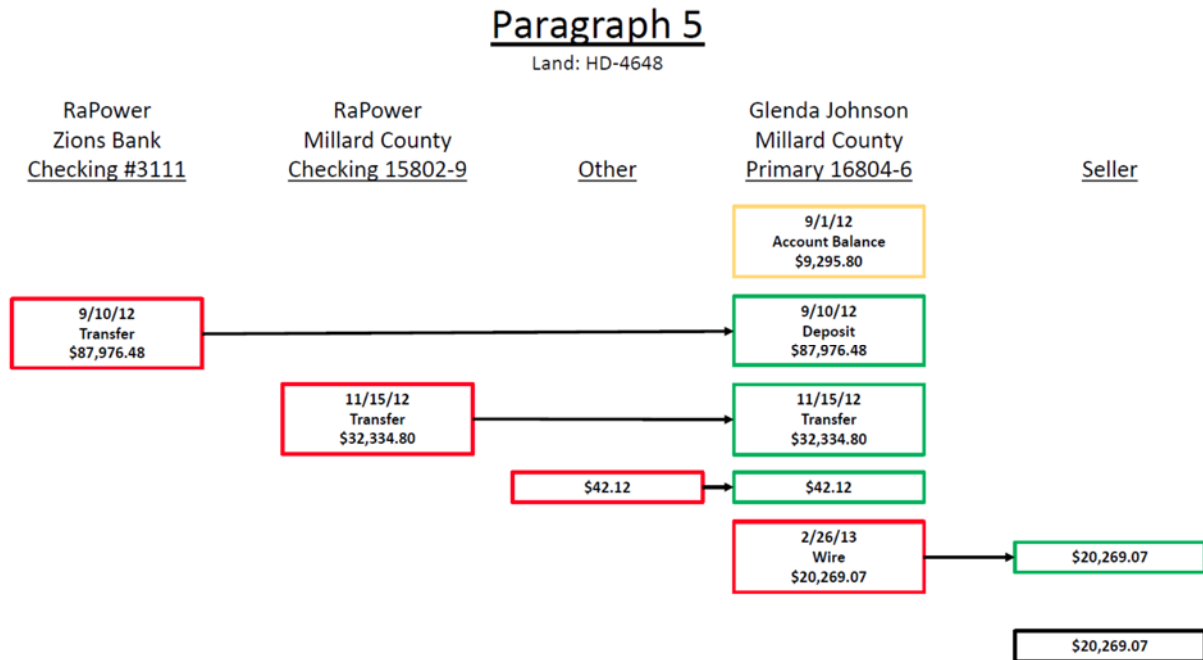
³⁸ Glenda Johnson Checking Account Register attached as Exhibit 4-5.

³⁹ Warranty Deed and Water Rights HD-4606-2 attached as Exhibit 4-7.

⁴⁰ *Id.*

⁴¹ *See* [Docket No. 491](#).

5. **Acreage Purchase in Delta (Millard County Parcel No. HD-4648):**



a. On February 26, 2013, Glenda Johnson wired \$20,269.07 from her personal savings account at Millard County Credit Union to Tao-Chen Chao to purchase an 80-acre parcel of land from Tao-Chen Chao.⁴²

b. The previous September 10, 2012, Glenda Johnson had transferred \$87,976.48 from the RaPower checking account at Zions Bank⁴³ to her personal savings account at Millard County Credit Union.⁴⁴ Prior to this deposit, her savings account at Millard County Credit Union was \$9,295.80.⁴⁵

c. On November 15, 2012, Glenda Johnson transferred \$32,334.80 from the

⁴² Glenda Johnson Account Statement, Feb. 2013, Buyer's Final Settlement Statement HD-4648, and Warranty Deed HD-4648 attached as Exhibit 5, Exhibit 5-3, and Exhibit 5-4, respectively.

⁴³ RaPower-3 Checking Account Statement, Sept. 2012 attached as Exhibit 5-2.

⁴⁴ Glenda Johnson Account Statement, Sept. 2012 attached as Exhibit 5-1.

⁴⁵ *Id.*

RaPower checking account at Millard County Credit Union to Glenda Johnson's personal savings account at Millard County Credit Union.⁴⁶ This \$32,334.80 was transferred out of Glenda Johnson's personal savings account the same day.⁴⁷

d. The only other deposits into this savings account after September 1, 2012 totaled \$42.12, which consisted only of interest payments.

e. The funds for the purchase of this property from Tao-Chen Chao could have come only from monies transferred into Glenda Johnson's personal savings account from RaPower after September 10, 2012.

f. After payment of closing costs and credit for property taxes, the settlement statement shows the final purchase amount for this property was \$20,269.07.⁴⁸

g. On February 27, 2013, title for this property was recorded in the name of Glenda Johnson.⁴⁹

h. The 2018 assessor valuation of this property was \$16,000.00.

i. HD-4648 is listed at paragraph 20(s) of the Order.⁵⁰

⁴⁶ This is the transaction that funded the purchase of the 360-acre parcel of land from William Cullen on November 21, 2012. This transaction is discussed above at paragraph 3.a. *See* Exhibits 3, 3-1.

⁴⁷ *See* Exhibit 3-1.

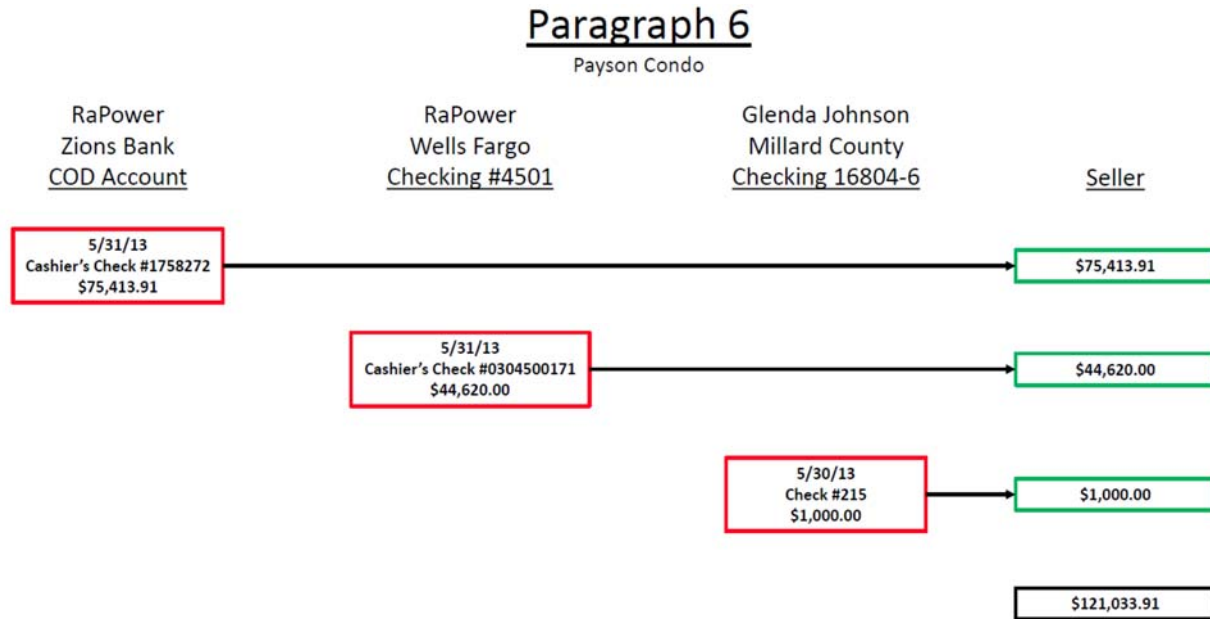
⁴⁸ *See* Exhibit 5-3.

⁴⁹ *See* Exhibit 5-4.

⁵⁰ Other RaPower bank accounts at Zions Bank were closed on June 27, 2012. This amount represents the proceeds of a certificate of deposit that did not mature until May 2013. The certificate of deposit remained at Zions Bank until that time. *See* [Docket No. 491](#).

6. Condominium Purchase in Payson, Utah (Utah County Parcel No.

51:468:0132):



a. On May 31, 2013, Glenda Johnson agreed to purchase a condominium in Payson, Utah from Tonidon Enterprises for \$120,000.00. After the addition of closing costs, the final purchase amount was \$120,969.80.⁵¹

b. Payment for the purchase consisted of a \$75,413.91 cashier's check dated May 31, 2013 from the RaPower bank account at Zions Bank payable to Glenda Johnson,⁵² a \$44,620.00 cashier's check dated May 31, 2013 from the RaPower bank account at Wells Fargo Bank payable to Glenda Johnson, and a down payment of

⁵¹ Buyer's Final Settlement Statement attached at Exhibit 6-5.

⁵² This cashier's check dated May 31, 2013 represented the proceeds of a certificate of deposit that RaPower held at Zions Bank.

\$1,000.00 (check #215), from Glenda Johnson.⁵³ The \$44,620.00 payment from the RaPower bank account was recorded in RaPower's QuickBooks records as a "Real Estate Purchase" expense with a notation it was for "Purchase Company Condo."⁵⁴

- c. On June 3, 2013, title for this property was recorded in the name of Glenda Johnson.⁵⁵
- d. The 2018 assessed valuation of this property was \$158,500.00.
- e. The property with tax number 51:468:0132 is listed at paragraph 20(z) of the Order.⁵⁶

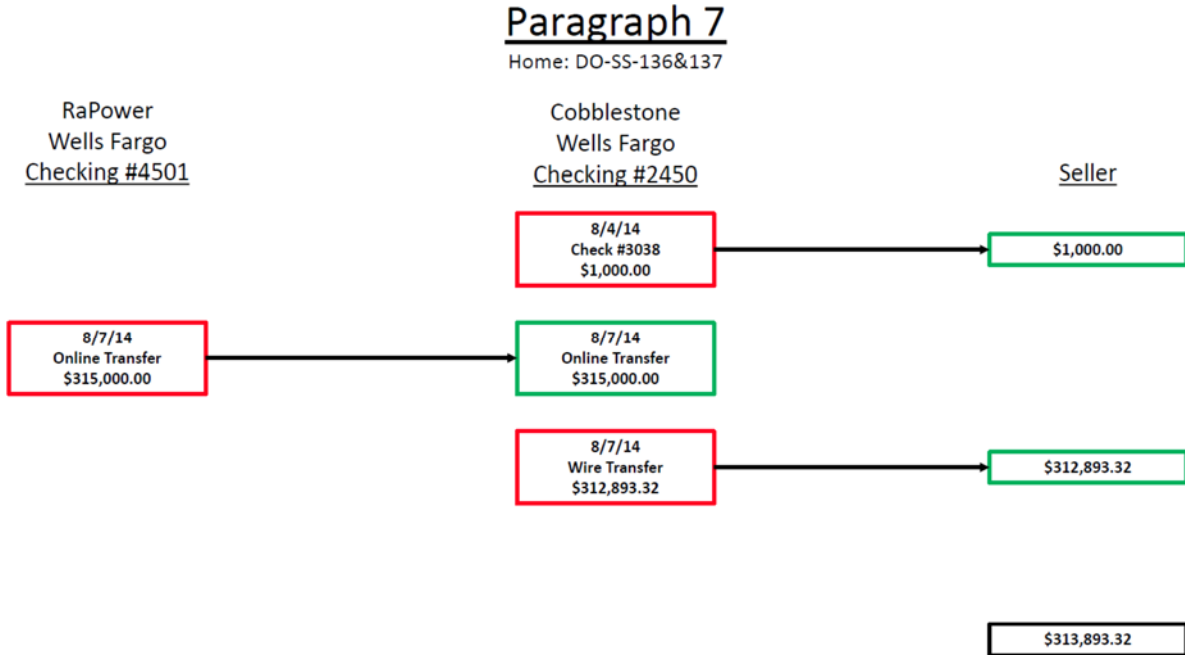
⁵³ See Cashier's Checks to Glenda Johnson, May 31, 2013, RaPower Account Statement, May 2013, RaPower-3 Withdrawal Slip, May 31, 2013 attached at Exhibit 6, Exhibit 6-2, and Exhibit 6-3, respectively. The two cashier's checks from RaPower bank accounts total \$120,033.91. This is \$935.89 less than the amount shown on the closing statement. With the \$1,000.00 down payment, a total of \$64.11 more was paid than shown on the closing statement. The Receiver does not know how these numbers are reconciled against the closing statement.

⁵⁴ QuickBooks Entry, May 31, 2015 attached as 6-1.

⁵⁵ Warranty Deed 51-468-0132 attached at Exhibit 6-6.

⁵⁶ See [Docket No. 491](#).

7. **Sherwood Drive Home (Millard County Parcel No. DO-SS-136&137):**



a. On August 4, 2014, Glenda Johnson issued check number 3038 from the account of Cobblestone Centre at Wells Fargo to First American Title in the amount of \$1,000.00. The notation on the memo line of the check reads “Earnest Money for property – 424 South Sherwood Drive.”⁵⁷

b. The purchase price for this property was \$315,000.00. After the addition of closing costs and reductions for down payment and tax credits, the final amount due at closing was \$312,893.32.⁵⁸

c. On August 7, 2014, Glenda Johnson transferred \$315,000.00 from the

⁵⁷ Cobblestone Check, Aug. 4, 2014 attached as Exhibit 7.

⁵⁸ Buyer’s Final Settlement Statement DO-SS-136&137 attached as Exhibit 7-3.

Wells Fargo account of RaPower⁵⁹ to the Wells Fargo account of Cobblestone.⁶⁰

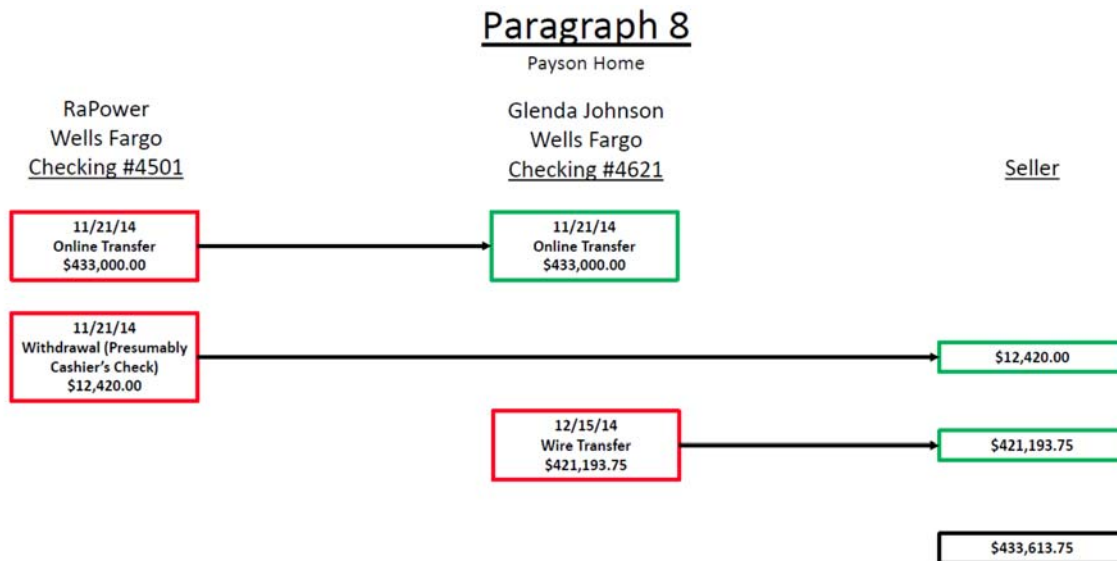
d. On August 7, 2014, Glenda Johnson wired \$312,893.32 from the Wells Fargo account of Cobblestone to First American Title.⁶¹

e. On August 8, 2014, title to this property was recorded in the name of Glenda Johnson.⁶²

f. The 2018 assessor valuation of this property was \$193,709.00.

g. DO-SS-136&137 is listed at paragraph 20(k) of the Order.⁶³

8. **West Mountain Home (Utah County Parcel No. 55:718:0006):**



a. In November 2014, Glenda Johnson purchased this home and property at

⁵⁹ RaPower-3 Account Statement, Aug. 2014 attached as Exhibit 7-1.

⁶⁰ Cobblestone Account Statement, Aug. 2014 attached as Exhibit 7-2. Before the August 7 deposit, the balance in Cobblestone's account was \$165,010.86. That balance was itself the result of a prior balance, as of July 9, 2014 of \$12,555.78, plus two transfers by Glenda Johnson from RaPower to Cobblestone: \$100,000.00 on July 9, 2014 and \$200,000.00 on July 18, 2014. See Exhibit 7-2.

⁶¹ *Id.*

⁶² Warranty Deed DO-SS-136&137 attached at Exhibit 7-4.

⁶³ See [Docket No. 491](#).

an auction for \$432,929.00. After the addition of closing costs, the amount owed for the purchase was \$433,613.75.⁶⁴

b. On November 21, 2014, Glenda Johnson transferred \$433,000.00 from the RaPower account at Wells Fargo⁶⁵ to her personal checking account at Wells Fargo.⁶⁶ Prior to this transfer, her personal bank account had a zero balance.⁶⁷

c. On November 21, 2014, Glenda Johnson withdrew \$12,420.00 from the RaPower bank account at Wells Fargo Bank in the form of a cashier's check and paid this amount as an earnest money deposit on this property.⁶⁸ After giving credit for this earnest money deposit, the settlement statement showed that the remaining balance owed to close on this purchase was \$421,193.75.⁶⁹

d. On December 15, 2014, Glenda Johnson wired \$421,193.75 from her personal Wells Fargo bank account to Meridian Title.⁷⁰

e. In the RaPower QuickBooks, Glenda Johnson recorded both the \$433,000.00 and \$12,420.00 payments as "Real Estate Purchase" expense, with notations reading "Purchase for Company House in Payson."⁷¹

f. On December 15, 2014, title to this property was recorded in the name of Glenda Johnson.⁷²

⁶⁴ Buyer's Settlement Statement 55-718-0006 attached as Exhibit 8-5.

⁶⁵ RaPower-3 Account Statement, Nov. 2014 attached as Exhibit 8.

⁶⁶ Glenda Johnson Account Statement, Nov. 2014 attached as Exhibit 8-2.

⁶⁷ *Id.*

⁶⁸ RaPower-3 Account Withdrawal Slip, Nov. 21, 2014 attached as Exhibit 8-1. *See also* Exhibits 8, 8-5.

⁶⁹ *See* Exhibit 8-5.

⁷⁰ Glenda Johnson Account Statement, Dec. 2014 attached as Exhibit 8-3.

⁷¹ QuickBooks Entries, Nov. 21, 2014 attached as Exhibit 8-4.

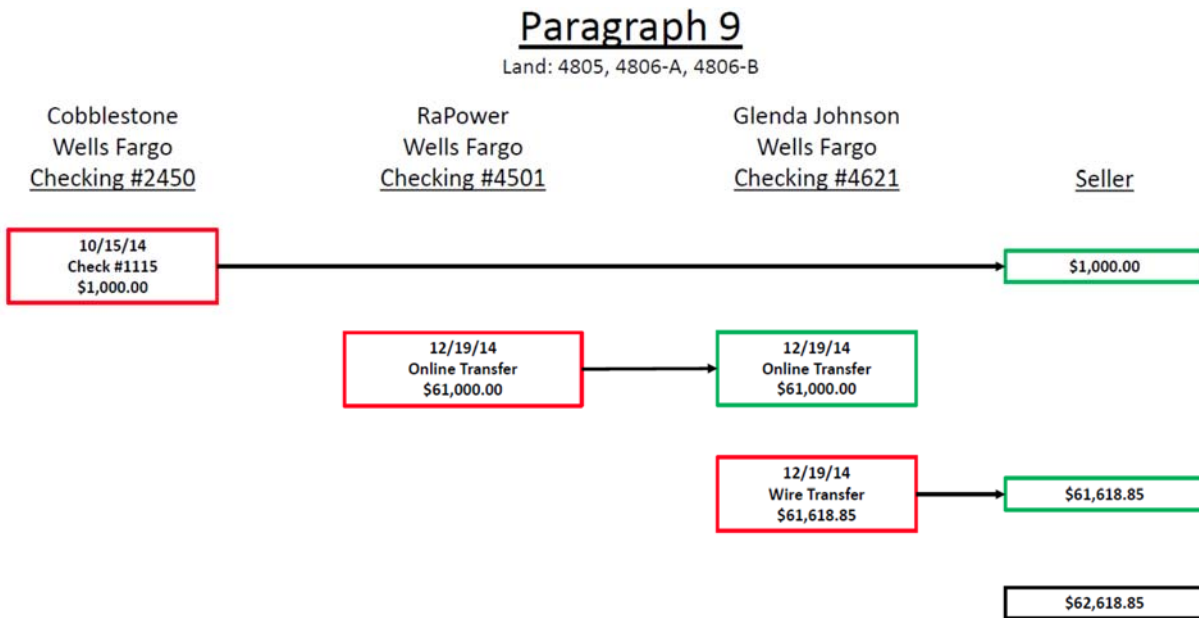
⁷² Special Warranty Deed 55-718-0006 attached as Exhibit 8-6.

g. The purchase price for this property included a water right from a well on the property. This water right (#51-7009) was recorded in the name of Glenda Johnson. This water right was acquired using the same funds as were used to purchase the home.

h. The 2018 assessor valuation of this property was \$854,900.00.

i. The property with tax number 55:718:0006 is listed at paragraph 20(y) of the Order.⁷³

9. **Acreage Purchase (Millard County Parcel No's. 4805, 4806-A, and 4806-B):**



a. On October 15, 2014, Glenda Johnson paid \$1,000.00 to Bullock Realty (check #1115) from the bank account of Cobblestone Center at Wells Fargo Bank as earnest money for the purchase of 4805, 4806-A, and 4806-B.⁷⁴

⁷³ See [Docket No. 491](#).

⁷⁴ Cobblestone Check, Oct. 15, 2014 attached as Exhibit 9. The bank statement shows that, although the check is dated October 15, 2014, the funds were not withdrawn from the account until October 23, 2014.

b. After giving credit for the earnest money deposit and adding closing costs, the amount owed at closing was \$61,618.85.⁷⁵

c. On December 19, 2014, Glenda Johnson transferred \$61,000.00 from the RaPower account at Wells Fargo⁷⁶ to her personal bank account at Wells Fargo.⁷⁷ The Wells Fargo account description for this transfer says “Online Transfer to Johnson G . . . for Property 225 W Main St. Delta UT.”⁷⁸ Prior to this transfer, her personal bank account had a balance of \$11,778.38.⁷⁹ This payment was recorded in RaPower’s QuickBooks records at a “Real Estate Purchase” expense.⁸⁰

d. On December 19, 2014, Glenda Johnson wired \$61,618.85 from her personal bank account to First American Title.⁸¹

e. On December 30, 2014, title to these three properties (160 acres, 640 acres, and 320 acres) was recorded in the name of Glenda Johnson.⁸²

f. The 2018 assessor valuation of these three properties was \$84,000.00.

g. 4805, 4806-A, and 4806-B are listed at paragraphs 20(a)-(c) of the Order, respectively.⁸³

⁷⁵ See Glenda Johnson Account Statement, Dec. 2014 attached as Exhibit 9-4.

⁷⁶ RaPower-3 Account Statement, Dec. 2014 attached as Exhibit 9-2.

⁷⁷ See Exhibit 9-4.

⁷⁸ See Exhibit 9-2.

⁷⁹ See Exhibit 9-4. At the time of this deposit, all previous deposits in this account came from RaPower, with the exception of one \$2.13 interest payment.

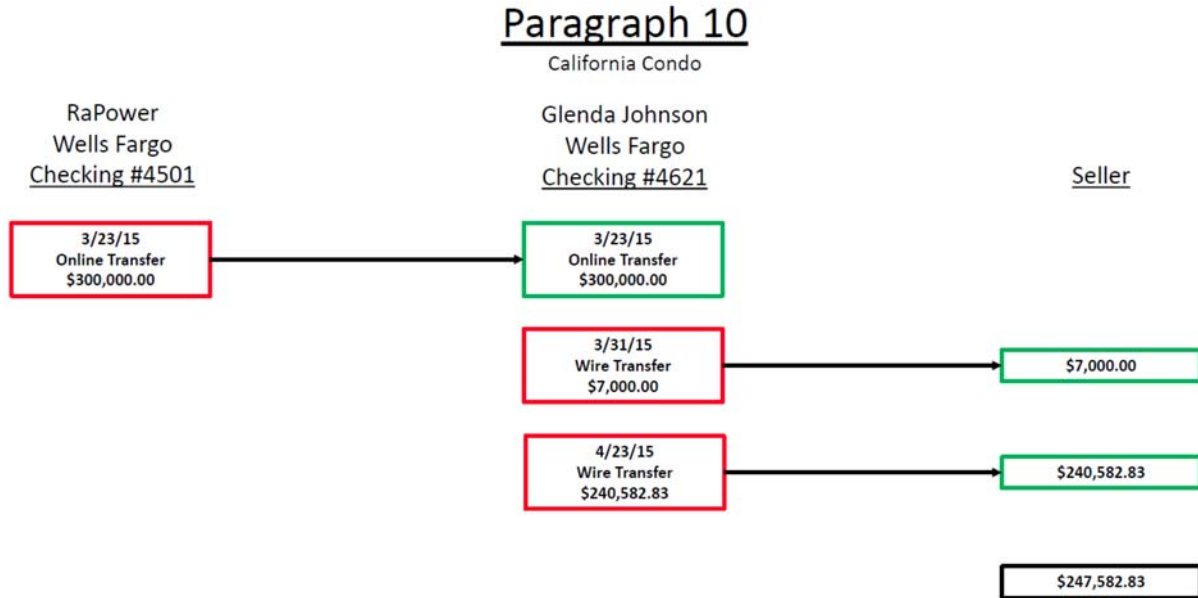
⁸⁰ QuickBooks Entry, Dec. 19, 2014 attached as Exhibit 9-3.

⁸¹ See Exhibit 9-4.

⁸² Warranty Deed 4806-A, 4806-B, 4805 attached as Exhibit 9-6.

⁸³ See [Docket No. 491](#).

10. **California Condominium (Los Angeles County Parcel No. 2842-027-174):**



a. On March 23, 2015, Glenda Johnson transferred \$300,000.00 from the RaPower bank account at Wells Fargo⁸⁴ to her personal bank account at Wells Fargo.⁸⁵ Prior to this deposit, her bank account had a balance of \$11,117.50.⁸⁶ This payment was recorded as a “Commission Expense” expense for “Condo in California” in the RaPower QuickBooks records.⁸⁷

b. On March 31, 2015, she wired \$7,000.00 from her personal bank account at Wells Fargo to Pinnacle Estate Properties as an earnest money deposit on property in Newhall, California.⁸⁸ Notations by Glenda Johnson on her bank statement dated April 8,

⁸⁴ RaPower-3 Account Statement Mar. 2015 and RaPower-3 Account Withdrawal Slip, Mar. 23, 2015 attached as Exhibit 10 and Exhibit 10-1, respectively.

⁸⁵ Glenda Johnson Account Statement, Mar. 2015 and Glenda Johnson Account Deposit Slip, Mar. 23, 2015 attached as Exhibit 10-3 and Exhibit 10-4, respectively.

⁸⁶ See Exhibit 10-3.

⁸⁷ QuickBooks Entry, Mar. 27, 2015 attached as Exhibit 10-2.

⁸⁸ See Exhibit 10-3.

2015 state that the \$300,000.00 deposit and the \$7,000.00 expenditure in the account were for “California Condo.”⁸⁹

c. On April 23, 2015, she wired \$240,582.83 to Pinnacle Estate Properties. Again, she made a notation on the bank statement that this payment was for “California Condo.”⁹⁰ The total purchase price for this property was \$247,582.83.

d. On April 27, 2015 title to this property was recorded in the name of Glenda Johnson.⁹¹

e. On April 27, 2015, Neldon Johnson transferred to Glenda Johnson all of his interest in this property by quitclaim deed. No consideration was given by Glenda Johnson to Neldon Johnson for this transfer.⁹²

f. The 2018 assessor valuation of this property by the Los Angeles County Assessor was \$263,957.00.

g. 2842-027-174 is listed at paragraph 20(aa) of the Order.⁹³

11. The Table below summarizes each of these Real Property purchases:

Closing Date	Type and Location	APN	Purchase Price	Receivership Funds	Paragraph
12/16/11	Land; Millard County, UT	HD-3511, 3511-1	\$69,776.68	\$69,776.68	1
1/18/12	Warehouse; Millard County, UT	DO-4568-1	\$210,174.15	\$110,000.00	2
11/13/12	Land; Millard County, UT	MA-2662-B	\$32,334.80	\$32,334.80	3
1/17/13	Home; Millard	HD-4606-2,	\$162,693.33	\$162,693.33	4

⁸⁹ *Id.*

⁹⁰ Glenda Johnson Account Statement, Apr. 2015 attached as Exhibit 10-5.

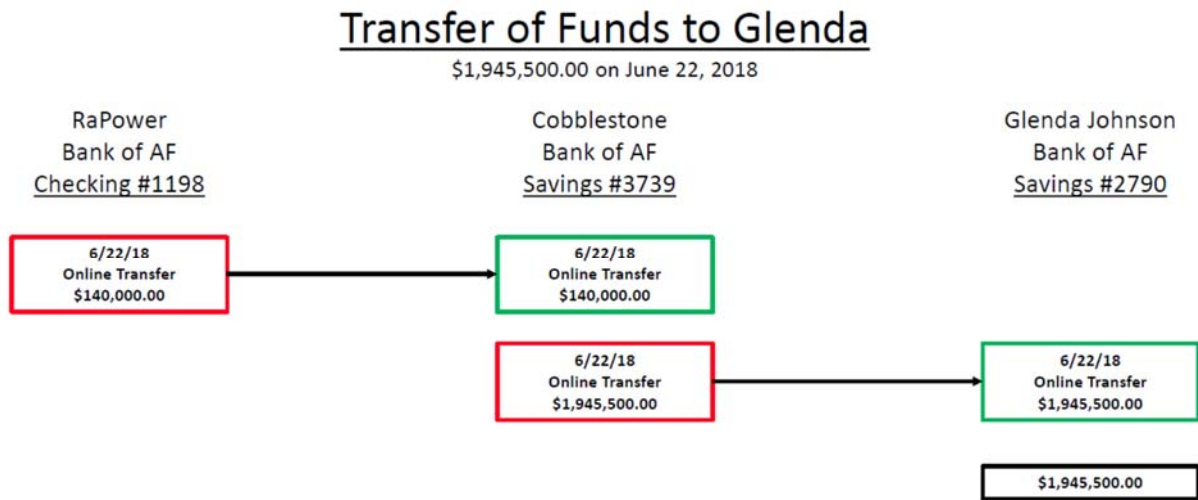
⁹¹ Quitclaim and Grant Deed 2842-027-174 attached as Exhibit 10-6.

⁹² *Id.*

⁹³ See [Docket No. 491](#).

	County, UT	4606-2-1			
2/19/13	Land; Millard County, UT	HD-4648	\$20,269.07	\$20,269.07	5
5/31/13	Condo; Utah County, UT	51:468:0132	\$120,969.91	\$120,033.91	6
8/7/14	Home; Millard County, UT	DO-SS-136&137	\$312,893.32	\$312,893.32	7
12/15/14	Home; Utah County, UT	55:718:0006	\$433,613.75	\$433,613.75	8
12/15/14	Land; Millard County, UT	4805, 4806-A & B	\$62,618.85	\$62,618.85	9
4/23/15	Condo; Los Angeles County, CA	---027-174	\$247,582.83	\$247,582.83	10

Transfer of Funds to Glenda Johnson Controlled Accounts



12. On June 22, 2018, immediately after closing arguments in the bench trial in this case, the Court delivered partial findings of fact and an initial ruling from the bench, concluding that Receivership Defendants engaged in a “massive fraud” for which they would be enjoined and disgorgement would be ordered.⁹⁴

⁹⁴ *Finding of Fact and Conclusions of Law*, Overview, [Docket No. 467](#), filed October 4, 2018.

13. On June 22, 2018, Receivership Defendants had notice of the Court's partial findings entered that day.

14. On June 22, 2018, Glenda Johnson transferred \$140,000.00 from the RaPower bank account at Bank of American Fork (#1198)⁹⁵ to the Cobblestone Bank Account at Bank of American Fork (#3739).⁹⁶

15. That same day, June 22, 2018, Glenda Johnson Transferred \$1,945,500.00 from the #1206 Cobblestone bank account at Bank of American Fork⁹⁷ to her personal bank account at Bank of American Fork.⁹⁸ Her personal Bank of American Fork account number ends in 2790 (the "2790 Account").⁹⁹

16. After depositing the \$1,945,500.00 into the 2790 Account on June 22, 2018, the account balance of the 2790 Account was \$2,216,275.60.¹⁰⁰

17. There have been no other deposits in the 2790 Account since June 22, 2018.¹⁰¹

18. Over the next eleven months there was a significant depletion of the funds in the 2790 Account, including a \$200,000.00 transfer to a bank account in the name of Glenda Johnson's parents at Bank of American Fork.¹⁰² Her parents' bank account ends in 8749 (the "8749 Account," also known as the Folks account).¹⁰³

19. Glenda Johnson's parents, Norman and Eldoris Fenn, passed away in 2009 and

⁹⁵ RaPower-3 Account Statement, June 2018 attached as Exhibit 11.

⁹⁶ Cobblestone Account Statement, June 2018 attached as Exhibit 11-1.

⁹⁷ *Id.*

⁹⁸ Glenda Johnson Account Statements, June 2018- May 2019 attached as Exhibit 11-2.

⁹⁹ *Id.*

¹⁰⁰ *Id.* On June 6, 2018, IAS transferred \$120,000.00 to the 2790 Account for "consulting." There is no record of Glenda Johnson doing any "consulting" for IAS.

¹⁰¹ *Id.*

¹⁰² *Id.*

¹⁰³ *See* Glenda Johnson 8749 Account Balance Statement, Aug. 1, 2019 attached as Exhibit 11-5.

2010, respectively. Glenda Johnson controls the 8749 Account.¹⁰⁴

20. On May 24, 2019, the Court ordered that all funds in 2790 Account and the 8749 Account be preserved and the balances maintained.¹⁰⁵

21. As of August 1, 2019, the 2790 Account contained \$1,209,954.57.¹⁰⁶

22. As of August 1, 2019, the 8749 Account contained \$200,414.14.¹⁰⁷

ARGUMENT

Based upon the above facts, the Receiver has concluded—and the facts show—that the Real Properties were purchased with funds fraudulently obtained in the tax scheme and, from there, fraudulently transferred to Glenda Johnson’s personal bank accounts. The same is true for the funds in the 2790 Account and the 8749 Account (collectively, the “Bank of American Fork Accounts”) both of which are controlled by Glenda Johnson. These funds are directly traceable to transfers from Receivership Entity bank accounts. Further, Glenda Johnson’s bank statements show no other source of income that could have paid for the Real Properties or funded the Bank of America Fork Accounts.¹⁰⁸ Accordingly, the Real Properties and the funds in the 2790 Account and the 8749 Account should be turned over to the Receiver forthwith.

I. The Receiver has the Power and the Obligation to Bring Legal Action to Recover Receivership Property and the Court has the Authority to Order Turnover in a Summary Proceeding.

a. Authority Under the Receivership Order

¹⁰⁴ Glenda Johnson Deposition Transcript, May 1, 2019 at 59:7-11; 199:10-17, attached as Exhibit 11-6.

¹⁰⁵ See *Stipulated Order Regarding Funds Held by Glenda Johnson*, [Docket No. 672](#).

¹⁰⁶ Glenda Johnson 2790 Account Balance Statement, Aug. 1, 2019 attached as Exhibit 11-4.

¹⁰⁷ See Exhibit 11-5.

¹⁰⁸ As discussed above, the Receiver did find that Glenda Johnson used \$100,174.15 funds not attained through the fraudulent scheme for the purchase of DO-4568-1 [Facts, ¶ 2.] This was the only evidence of any material non-Receivership funds used to purchase any of the Real Properties. If the court grants the Motion as to DO-4568-1, the Receiver will seek in his motion for the sale of DO-4568-1 that \$100,000.00 of the purchase price go to Glenda Johnson.

The Corrected Receivership Order (“Receivership Order”) grants the Receiver the following powers and duties:

- “To use reasonable efforts to determine the nature, location and value of all property interests of each of the Receivership Defendants, including Johnson and Shepard. These property interests include, but are not limited to: monies, accounts, trusts, funds, digital currencies, securities, credits, stocks, bonds, effects, goods, chattels, intangible property (including patents and other intellectual property), real property, lands, premises, leases, claims, rights, ownership interests in domestic or foreign entities, and other assets, together with rents, profits, dividends, receivables, interest, or other income attributable thereto, of whatever kind, that the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly.”¹⁰⁹
- “To take custody, control, and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive, and take into possession from third parties all Receivership Property and records relevant thereto.”¹¹⁰
- “To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property.”¹¹¹
- “To bring legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver.”
- The Receiver is also “authorized to take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures The Receiver is authorized to take immediate possession of real property in which Receivership Defendants have a record interest, and to file a motion to take possession (a ‘Possession Motion’) of real property in which Receivership Defendants have a beneficial interest *even if titled in the name of another, such as a spouse* or an affiliated entity, such as a family limited partnership.”¹¹²
- “[T]he Receiver is authorized empowered, and directed to investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and, after obtaining leave of this Court, to institute such actions and legal proceedings for the benefit, and on behalf, of the receivership estates as the Receiver deems

¹⁰⁹ [Docket No. 491](#), ¶ 13.a.

¹¹⁰ *Id.*, ¶ 13.b.

¹¹¹ *Id.*, ¶ 13.g.

¹¹² *Id.*, ¶ 20 (emphasis added).

necessary and appropriate. The Receiver may seek, among other legal and equitable relief, the imposition of *constructive trusts, disgorgement of profits, asset turnover*, avoidance of fraudulent transfers, rescission, restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order.”¹¹³

The Court’s May 3, 2019 *Memorandum Decision and Order on Receiver’s Motion to Include Affiliates and Subsidiaries in Receivership* (“Affiliates Order”), which added 13 affiliated entities—including Cobblestone—to the Receivership Estate, ordered that:

- “The Affiliated Entities are hereby made part of the existing receivership estate, which is being administered by court-appointed receiver Wayne Klein, in accordance with the Corrected Receivership Order.”¹¹⁴
- “In carrying out his responsibilities as receiver, the Receiver shall have all control over assets, books, records, and accounts of Affiliated Entities and all powers and rights granted to the Receiver in the Corrected Receivership Order.”¹¹⁵
- “All other provisions of the Corrected Receivership Order shall apply to the Affiliated Entities, as they do to the Receivership Entities, to the extent necessary and appropriate to allow the Receiver to accomplish his duties under the Corrected Receivership Order.”¹¹⁶

Accordingly, the Receivership Order and the Affiliates Order grant the necessary authority to the Receiver to investigate, take possession or bring legal action to collect, recover, receive, and/or take possession of all Receivership property, including real property in which Receivership Entities have a beneficial interest even if titled in the name of another, such as a spouse.

¹¹³ *Id.*, ¶ 60 (emphasis added).

¹¹⁴ [Docket No. 636](#), Order ¶ 2.

¹¹⁵ *Id.*, ¶ 7.

¹¹⁶ *Id.*, ¶ 12.

b. Summary Proceeding Authority in Receiverships

Federal Rule of Civil Procedure 56 provides that a “court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”¹¹⁷ Under Rule 56, facts must be supported by citation to materials in the record and the court must “examine the factual record and reasonable inferences therefrom in the light most favorable to the party opposing summary judgment.”¹¹⁸ But “[t]he mere existence of a scintilla of evidence in support of the [summary judgment opponent’s] position will be insufficient; there must be evidence on which the jury could reasonably find for the [them].”¹¹⁹

It is well established that Rule 56 gives federal districts courts summary jurisdiction over receivership proceedings.¹²⁰ “Federal district courts have wide discretion in granting relief in an equity receivership and may use summary proceedings in fashioning such relief.”¹²¹ Summary proceedings are available as part of the district court’s “broad powers and wide discretion to determine relief in an equity receivership.”¹²² Indeed, courts are encouraged to use summary proceedings because they decrease litigation costs and prevent further dissipation of receivership

¹¹⁷ [Fed.R.Civ.P. 56\(a\)](#).

¹¹⁸ [Applied Genetics Int’l, Inc. v. First Affiliated Sec., Inc.](#), 912 F.2d 1238, 1241 (10th Cir.1990).

¹¹⁹ [Anderson v. Liberty Lobby, Inc.](#), 477 U.S. 242, 252 (1986); *see also* [Anderson v. Coors Brewing Co.](#), 181 F.3d 1171, 1175 (10th Cir.1999) (“A mere scintilla of evidence supporting the nonmoving party’s theory does not create a genuine issue of material fact.”).

¹²⁰ *See* [SEC v. Elliott](#), 953 F.2d 1560, 1566–67 (11th Cir. 1992); *see also* [FDIC v. Bernstein](#), 786 F.Supp. 170, 177 (S.D.N.Y.1992) (“In keeping with this broad discretion, the use of summary proceedings in equity receiverships, as opposed to plenary proceedings under the Federal Rules of Civil Procedure, is within the jurisdictional authority of a district court.” (internal quotation and brackets omitted); [SEC v. Basic Energy & Affiliated Res.](#), 273 F.3d 657 (6th Cir.2001); [SEC v. Sharp Capital, Inc.](#), 315 F.3d 541, 545 (5th Cir. 2003) (citing [Elliott](#), 953 F.2d 1560); [CFTC v. Topworth Int’l, Ltd.](#), 205 F.3d 1107, 1113 (9th Cir. 1999).

¹²¹ [United States v. Fairway Capital Corp.](#), 433 F.Supp.2d 226, 241 (D. R.I. 2006).

¹²² [Broadbent v. Advantage Software, Inc.](#), 415 F. App’x 73, 78 (10th Cir. 2011) (quoting [SEC v. Vescor Capital Corp.](#), 599 F.3d 1189, 1194 (10th Cir.2010).

assets.¹²³

This Court has recognized the appropriateness and expediency of using summary proceedings in the receivership context numerous times.¹²⁴ Specifically, the Court has found that “[i]t is well within the authority of the court to order the use of summary proceedings to resolve disputes concerning a federal equity receivership.”¹²⁵ And that “[a] summary proceeding reduces the time necessary to settle disputes, decreases litigation costs, and prevents further dissipation of receivership assets.”¹²⁶ Also, and importantly, “[f]or the claims of nonparties to property claimed by receivers, summary proceedings satisfy due process so long as there is adequate notice and opportunity to be heard.”¹²⁷

Here, summary proceedings are appropriate. The Motion is based on records acquired as part of the Receiver’s investigation that show—as a matter of law—that the real property titled in Glenda Johnson’s name and the funds in the Bank of American Fork Accounts are rightfully assets belonging to the Receivership Estate. Moreover, a summary proceeding is necessary to decrease litigation costs and prevent dissipation—or further dissipation—of the Real Property. Indeed, prior to the Receiver’s auction of the Solar Tower property on July 18, 2019, the equipment on the property was significantly damaged.¹²⁸ The nature and extent of the damage indicates that it was intentional.¹²⁹ Accordingly, a summary proceeding is the appropriate way to determine quickly the

¹²³ *Elliott*, 953 F.2d at 1566 (quoting *SEC v. Wencke*, 783 F.2d 829, 837 (9th Cir.1986)).

¹²⁴ See *Bermant v. Broadbent*, No. 2:05CV466, 2006 WL 3692661, at *11 (D. Utah Dec. 12, 2006); *SEC v. Merrill Scott & Assocs., Ltd.*, No. 2:02 CV 39, 2006 WL 3813300, at *4 (D. Utah Dec. 26, 2006).

¹²⁵ *Bermant*, 2006 WL 3692661, at 11.

¹²⁶ *Merrill Scott & Assocs.*, 2006 WL 3813300, at *4.

¹²⁷ *Topworth Int’l, Ltd.*, 205 F.3d 1107, 1113 (9th Cir. 1999); see also *F.T.C. v. Assail, Inc.*, 410 F.3d 256, 267 (5th Cir. 2005).

¹²⁸ See *Receiver’s Notice of Sale Results*, [Docket No. 743](#), ¶ 8.

¹²⁹ *Id.*

ownership status of the Real Properties.¹³⁰

II. Turnover and Transfer of Receivership Assets is Appropriate Here.

The Receiver seeks an order finding the Real Properties and funds in the Bank of American Fork Accounts are Receivership assets and directing Glenda Johnson to turn over such assets to the Receiver. There are two independent legal bases for turnover. First, the Receivership Order allows the Receiver to seek “legal and equitable relief” such as disgorgement of profits, asset turnover . . . and such other relief from this Court as may be necessary to enforce this Order.”¹³¹ Federal district courts may order equitable relief, such as turnover, even against a person who has not been found to have participated in the wrongdoing¹³² where that person: (1) has received ill-gotten funds; and (2) does not have a legitimate claim to those funds.¹³³

Second, the Receivership Order expressly allows the imposition of constructive trusts.¹³⁴ Under Utah law, “[a] constructive trust is an equitable remedy to prevent unjust enrichment.”¹³⁵ “Courts recognize a constructive trust as a matter of equity where there has been

¹³⁰ While the Receiver believes that the Order already prohibits any destruction of Receivership Estate property, the Receiver believes the Court’s turnover order should not only reiterate the obligation of Glenda Johnson and other family members to preserve Receivership Property, but also include a specific mandate holding them responsible for any furnishings that are missing or damaged and any damage to the property.

¹³¹ [Docket No. 491](#), ¶ 60.

¹³² Glenda Johnson was not a defendant in the underlying action. The Receiver investigation, however, has shown that she was an active participant in the fraudulent scheme. *See e.g., Receiver’s Third Quarterly Status Report*, [Docket No. 724](#), filed July 18, 2019. The Court also has found Glenda Johnson to be in contempt of the Order. Docket No. 701, filed June 25, 2019.

¹³³ *See SEC v. Cavanagh*, 155 F.3d 129, 136 (2nd Cir. 1998) (“Federal courts may order equitable relief against a person who is not accused of wrongdoing in a securities enforcement action where that person: (1) has received ill-gotten funds; and (2) does not have a legitimate claim to those funds”); *SEC v. George*, 426 F.3d 786, 798 (6th Cir. 2005) (upholding disgorgement order directing gift recipient to return assets purchased with money derived from defendants fraudulent scheme); *see also CFTC v. Hudgins*, 620 F. Supp. 2d 790, 795 (E.D. Tex. 2009), *aff’d sub nom. Crawford v. Silette*, 608 F.3d 275 (5th Cir. 2010) (finding that receiver was authorized to obtain equitable lien on homeowner’s condominium paid for by Ponzi scheme proceeds);

¹³⁴ [Docket No. 491](#), ¶ 60.

¹³⁵ *United States v. Talmage*, No. 1:16-CV-00019-DN, 2019 WL 2248546, at *4 (D. Utah May 24, 2019) (quoting *In re Estate of Hock*, 655 P.2d 1111, 1114 (Utah 1982)).

(1) a wrongful act, (2) unjust enrichment, and (3) specific property that can be traced to the wrongful behavior.”¹³⁶ “Unjust enrichment occurs when the moving party has an ‘equitable interest’ in the property it seeks a constructive trust over.”¹³⁷

In our case, the facts show that the Receiver is entitled to turnover and the imposition of a constructive trust. First, the Court has already determined that the “massive tax fraud” was a wrongful act that unjustly enriched Neldon Johnson and his family.¹³⁸ These funds were ill-gotten such that the gross receipts of Receivership Entities were ordered disgorged, and all assets were required to be turned over to the Receiver.¹³⁹ Further, as the above facts establish, the funds used to purchase the Real Properties and the funds in the Bank of American Fork Accounts can be directly traced as coming from Receivership Entity bank accounts and, therefore, are wrongful proceeds.¹⁴⁰

Accordingly, the Receiver is entitled to (1) an order granting turnover and transfer of the Real Properties and the funds in the Bank of American Fork Accounts, and (2) a constructive trust over the funds used to purchase the Real Properties along with any appreciation in value and the funds in the Bank of American Fork Accounts along with any interest that has accrued.

To ensure the marketability and insurability of the Receiver’s title to the Real Properties, the Receiver asks that the order directing the turnover and transfer of the titles to the Receiver

¹³⁶ *Id.*, (quoting [Wilcox v. Anchor Wate, Co.](#), 2007 UT 39, ¶ 34, 164 P.3d 353).

¹³⁷ *Id.*, (quoting [Lodges at Bear Hollow Condominium Homeowners Ass’n, Inc. v. Bear Hollow Restoration, LLC](#), 344 P.3d 145).

¹³⁸ See Affiliates Order, Factual Findings ¶ 2, Docket No. 636 (citing *Findings of Fact and Conclusions of Law*, [Docket No. 467](#), filed October 4, 2018).

¹³⁹ See *Memorandum Decision and Order Freezing Assets and to Appoint a Receiver*, [Docket No. 444](#), filed August 22, 2018; see also Affiliates Order, Docket No. 636, filed May 3, 2019.

¹⁴⁰ See Facts, ¶¶ 1-11, *supra*.

grant him all right, title and interest to the Real Properties, subject to any pre-existing liens or mortgages from third parties. To help prevent dissipation of the Real Properties and their contents—which represent significant Receivership assets—the Receiver requests permission to enter each Real Property within three days of the entry of the turnover order to document the condition of the property and ensure that further dissipation does not occur.¹⁴¹

CONCLUSION

For the foregoing reasons, the Receiver requests that the Court grant the Motion and enter an order directing Glenda Johnson to transfer and turn over to the Receiver the Real Properties and the funds in the Bank of American Fork Accounts. The Receiver further requests that Glenda Johnson be ordered to execute warranty deeds transferring ownership of the Real Properties titled in her name to the Receiver. The Receiver requests that the order direct Glenda Johnson to make such transfers within 10 days of the entry of such order.

DATED this 30th day of August 2019.

PARR BROWN GEE & LOVELESS, P.C.

/s/ Michael S. Lehr

Jonathan O. Hafen

Jeffery A. Balls

Michael S. Lehr

Attorneys for R. Wayne Klein, Receiver

¹⁴¹ The Receiver is particularly concerned about dissipation due to the intentional damage that was done to the Solar Tower property before the auction took place. *See* note 36, *supra*.

CERTIFICATE OF SERVICE

I hereby certify that the above **RECEIVER'S MOTION FOR ORDER DIRECTING TURNOVER AND TRANSFER OF REAL PROPERTIES TITLED IN THE NAME OF GLENDA JOHNSON AND FUNDS IN ACCOUNTS CONTROLLED BY GLENDA JOHNSON** was filed with the Court on this 30th day of August 2019, and served via ECF on all parties who have requested notice in this case.

I also certify that, on the same date, by U.S. Mail, first-class, postage pre-paid, I caused to be served the same documents upon the following persons:

R. Gregory Shepard
858 Clover Meadow Dr.
Murray, Utah 84123

Pro se Defendant

/s/ Michael S. Lehr